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OF COUNSEL

7-245A118

SEP 2 1977
Date
Fee \$ 50
CC Washington

8960

RECORDATION NO. Filed & Recorded

SEP 2 1977 - 3 21 PM

INTERSTATE COMMERCE COMMISSION
September 2, 1977

RECEIVED
SEP 2 3 19 PM '77
I.C.C.
FEE OPERATION BR.

Mr. H. G. Homme, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Homme:

Transmitted herewith for filing in the Commission's Equipment Register are a Master Equipment Lease Agreement, together with an amendment and addendum thereto and a Certificate of Acceptance, all of which relate to the lease of 70 hopper cars by Providence and Worcester Company from New England Merchants Funding Corporation.

The transaction is an equipment lease under which Providence and Worcester Company is lessee and New England Merchants Funding Corporation is lessor.

We are also enclosing our check made payable to the Commission in the amount of \$50 in payment of the required filing fee.

We thank you for your assistance.

Respectfully submitted,



John L. Richardson
Counsel for Providence and
Worcester Company

C. J. Richardson

Interstate Commerce Commission
Washington, D.C. 20423

9/2/77

OFFICE OF THE SECRETARY

John L. Richardson
Verner, Lllpfert, Bernhard and Mepherston
Suite 1000 1660 L. Street, N.W.
Washington, D.C. 20036


Dear

Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **9/2/77** at **3:25pm**,
and assigned recordation number(s)

8960

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)



FUNDING
NEW ENGLAND MERCHANTS ~~LEASING~~ CORPORATION

ONE WASHINGTON MALL

BOSTON, MA

02108

8860

MASTER EQUIPMENT LEASE AGREEMENT NO. 1

This MASTER EQUIPMENT LEASE AGREEMENT (hereinafter called "Agreement") by and between NEW ENGLAND MERCHANTS ~~LEASING~~ CORPORATION (hereinafter called the "Lessor") and Providence and Worcester Company with its principal place of business at One Depot Square, Woonsocket, RI (hereinafter called the "Lessee")

WITNESSETH THAT:

1. Subject to the terms and conditions set forth below, on the REVERSE SIDE HEREOF, and in any schedules, exhibits or certificates attached hereto, the Lessor hereby agrees to lease to the Lessee and the Lessee agrees to lease from the Lessor, the personal property of the Lessor (all of which, together with any replacement parts, replacements, additions, repairs and accessories incorporated therein and/or affixed thereto, is herein collectively referred to as the "Equipment") described in any schedule, exhibit or certificate, or in any addition thereto, which is attached hereto and made a part hereof or which may be executed from time to time by the parties hereto and made a part hereof. The parties may from time to time by mutual agreement add other items of Equipment to the coverage of this Agreement for such terms and at such rentals as may be agreed upon by the execution of additional schedules, exhibits or certificates, and this Agreement shall control and be effective as to such additional items with the same effect as though such additional items were presently described herein.

2. The Lessee agrees to pay as rental for use of the Equipment rental payments in the amounts and for the entire lease terms specified in any schedule, exhibit or certificate which is attached hereto or which may be executed from time to time by the parties hereto and which in either case is made a part hereof. The security deposits, if any, and advance rentals, if any, for any unit of the Equipment will be in the amounts specified in the schedule, exhibit or certificate pertaining to such unit, and will be paid upon the execution of the same by the Lessee; any advance rentals shall be applied as set forth in such schedule, exhibit or certificate to the payment of the Lessee's rent obligations specified thereunder. The lease term for any unit of the Equipment shall commence at the time specified in the schedule, exhibit or certificate pertaining to such unit or upon the delivery of such unit to the Lessee, whichever first occurs. The first rental payment for any unit of the Equipment, after the application of any advance rentals as set forth in the schedule, exhibit or certificate pertaining to such unit, will be due and payable as indicated therein, and all subsequent rental payments will be due on the same day of each successive month or quarter, whichever is applicable according to the schedule, exhibit or certificate pertaining to such unit. All rental payments will be due and payable whether or not the Lessee has received any notice that such rental payments are due. All rental payments shall be paid to the Lessor at its address set forth in this Agreement or as otherwise directed by the Lessor in writing. This Agreement, together with other written instructions, schedules, exhibits, certificates or other documents or instruments executed by the parties hereto which refer to or cause performance of this Agreement, constitute the entire Agreement between the Lessor and the Lessee, and shall not be amended, altered, or changed except by a writing executed by the Lessor and the Lessee. The term "Lessee" as used herein and in all other documents or instruments pertaining hereto shall mean and include any and all Lessees who sign hereunder, each of whom shall be jointly and severally bound thereby.

3. LESSOR'S REPRESENTATIONS AND WARRANTIES. THE LESSOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS OR CAPACITY OR DURABILITY. THE QUALITY OF THE MATERIAL OR WORKMANSHIP OR CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO. The Lessor authorizes the Lessee at the Lessee's expense to assert for the Lessee's account during the term of this lease, all of the Lessor's rights under the supplier's warranty on the Equipment; provided, however, that any and all claims, and all costs, expenses, damages, losses and liabilities incurred or suffered by the Lessor in connection therewith or as a result of or incident to any action by the Lessee pursuant to the above authorization shall be subject to the indemnification provisions of paragraph 8.

By his execution hereof, such Lessee or person signing on behalf of a Lessee hereby certifies that he has read and acknowledges all terms and conditions of this Agreement, including those contained on the reverse side hereof, and that he is duly authorized to execute this Agreement on behalf of such Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this presents dated as of the 15th day of June, 1977.

NEW ENGLAND MERCHANTS ~~LEASING~~ CORPORATION
(Lessor)

Providence and Worcester Company (Lessee)
(Name of individual, corporation or partnership)

By: [Signature]
(Signature)

By: [Signature]
(Signature)

Manager of Operations
(Name and Title)

RAYMOND D. FINIZIA, U.P.
(Name and Title)

LESSOR'S COPY

ATTEST: Joseph R. Dellefiori, Sec.

AMENDMENT TO MASTER EQUIPMENT LEASE AGREEMENT NO. 1 DATED
June 15th 1977 BETWEEN THE UNDERSIGNED PARTIES

The following paragraphs of said Lease Agreement are hereby modified as follows:

Paragraph 4: Add after the words "...except as disclosed in..." the Lessee's 1976 annual report to stockholders.

Paragraph 10(c) and 12(d): Add after the words "... an amount equal to..." the termination value reflected in any one or all Certificates of Acceptance hereto.

Paragraph 12(a): After the words "...,payment required hereunder..." within 10 days after the same shall become due;

Paragraph 12(c): Add after the words "...against the Lessee..." except that the Lessee shall have 60 days after the filing of any involuntary petition or claim within which time to have such petition or claim dismissed.

Paragraph 15: Add to the first sentence after the words "...assign any of its rights hereunder..." except that the Lessee may permit the Equipment to be used in normal interchange on other's rails in the normal course of railroad business operations, but the Lessee shall at all times be and remain primarily and directly liable to the Lessor under the terms of this lease.

Insert in the second sentence after the words "due hereunder"... provided that any such assignment shall be subject to the Lessee's rights hereunder,... MORTGAGE, SECURITY INTEREST OR and RPT.

Paragraph 16: Shall be changed to the following:

The Lessee may, at any time during the initial lease term or upon the expiration of the initial term or any extended lease term and provided no Event of Default shall have occurred and be continuing, at its option purchase all the Equipment by paying to the Lessor an amount equal to the termination value reflected on the appropriate Certificate of Acceptance within 10 days of the corresponding rental payment.

NEW ENGLAND MERCHANTS FUNDING
CORPORATION

By [Signature]
Title Mgr. of Operations
Date 6/13/77

PROVIDENCE AND WORCESTER
COMPANY

By [Signature]
Title V. P.
Date 6-15-77

ADDENDUM A OF MASTER LEASE DATED JUNE 15, 1977 BETWEEN NEW
ENGLAND MERCHANTS FUNDING CORPORATION AND PROVIDENCE AND
WORCESTER COMPANY.

Lessor and Lessee intend that the following units of equipment, or such lesser
numbers as are delivered and accepted under and pursuant to this lease, shall
be covered by the term of this lease.

<u>Type and AAR Mechanical Description</u>	<u>Quantity</u>	<u>Lessee's Reporting Marks and Car Numbers</u>
Hopper steel H140	70	P&W 10023 through 10092

LESSOR,

NEW ENGLAND MERCHANTS FUNDING CORPORATION

James
Mgr. of Operations
6/15/77

LESSEE,

PROVIDENCE AND WORCESTER COMPANY

Raymond D. Liggio V.P.

ACKNOWLEDGEMENT

SS.:

State of: Rhode Island

County of: Providence

Before me, a notary public, in and for said state and county, personally appeared the above-named
Joseph R. Di Stefano and **Raymond D. Finizia**, known
to me to be the persons who, as **Secretary** and
Vice President, respectively, of **Providence and Worcester Company**
, the corporation which executed the foregoing instrument, subscribed and
swore to the same in my presence and acknowledged to me that they did sign the foregoing instrument in the name and
on behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers,
respectively, and the free act and deed of said corporation; that they were duly authorized thereunto by its Board of
Directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at **Woonsocket, Rhode Island,**
this **15th** day of **JUNE**, 1977.

Marguerite F. Woods
Notary Public

My Commission Expires: **June 30, 1981**

(Notarial Seal)

SS.:

State of: Massachusetts

County of: Suffolk

Before me, a notary public, in and for said state and county, personally appeared the above-named
Edward J. Lanigan and , known
to me to be the persons who, as **Manager of Operations** and
Corporation, respectively, of **New England Merchants Funding**
, the corporation which executed the foregoing instrument, subscribed and
swore to the same in my presence and acknowledged to me that they did sign the foregoing instrument in the name and
on behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers,
respectively, and the free act and deed of said corporation; that they were duly authorized thereunto by its Board of
Directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at **Boston, Mass.**
this **17th** day of **June**, 19 **77**.

John A. [Signature]
Notary Public

My Commission Expires:

Oct 4, 1979

(Notarial Seal)

EXHIBIT A

Road Numbers

P&W 10023
P&W 10024
P&W 10025
P&W 10026
P&W 10027
P&W 10028
P&W 10029
P&W 10030
P&W 10031
P&W 10032
P&W 10033
P&W 10034
P&W 10035
P&W 10036
P&W 10037
P&W 10038
P&W 10039
P&W 10040
P&W 10041
P&W 10042
P&W 10043
P&W 10044
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P&W 10049
P&W 10050
P&W 10051
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P&W 10055
P&W 10056
P&W 10057

Road Numbers

P&W 10058
P&W 10059
P&W 10060
P&W 10061
P&W 10062
P&W 10063
P&W 10064
P&W 10065
P&W 10066
P&W 10067
P&W 10068
P&W 10069
P&W 10070
P&W 10071
P&W 10072
P&W 10073
P&W 10074
P&W 10075
P&W 10076
P&W 10077
P&W 10078
P&W 10079
P&W 10080
P&W 10081
P&W 10082
P&W 10083
P&W 10084
P&W 10085
P&W 10086
P&W 10087
P&W 10088
P&W 10089
P&W 10090
P&W 10091
P&W 10092

LESSEE: PROVIDENCE AND WORCESTER COMPANY

LESSOR: NEW ENGLAND MERCHANTS
FUNDING CORPORATION

By:

Its:

(title)

By:

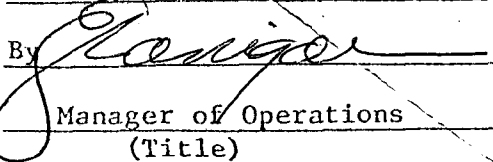
Its:

(title)


Schedule A Attached to Certificate
of Acceptance No. 1 Executed
Between the Undersigned
Parties

Monthly Rental Payment No.	Amount of Monthly Rental Payment	Termination Value (after receipt of corresponding monthly rental payment)
1	\$ 4,165.00	\$ 245,735.00
2	6,315.18	241,570.00
3	6,278.74	237,405.00
4	6,242.29	233,240.00
5	6,205.85	229,075.00
6	6,169.41	224,910.00
7	6,132.96	220,745.00
8	6,096.52	216,580.00
9	6,060.08	212,415.00
10	6,023.63	208,250.00
11	5,987.19	204,085.00
12	5,950.74	199,920.00
13	5,914.30	195,755.00
14	5,877.86	191,590.00
15	5,841.41	187,425.00
16	5,804.97	183,260.00
17	5,768.53	179,095.00
18	5,732.08	174,930.00
19	5,695.64	170,765.00
20	5,659.19	166,600.00
21	5,622.75	162,435.00
22	5,586.31	158,270.00
23	5,549.86	154,105.00
24	5,513.42	149,940.00
25	5,476.98	145,775.00
26	5,440.53	141,610.00
27	5,404.09	137,445.00
28	5,367.64	133,280.00
29	5,331.20	129,115.00
30	5,294.76	124,950.00
31	5,258.31	120,785.00
32	5,221.87	116,620.00
33	5,185.43	112,455.00
34	5,148.98	108,290.00
35	5,112.54	104,125.00
36	5,076.09	99,960.00
37	5,039.65	95,795.00
38	5,003.21	91,630.00
39	4,966.76	87,465.00
40	4,930.32	83,300.00
41	4,893.88	79,135.00
42	4,857.43	74,970.00
43	4,820.99	70,805.00
44	4,784.54	66,640.00
45	4,748.10	62,475.00
46	4,711.66	58,310.00
47	4,675.21	54,145.00
48	4,638.77	49,980.00
49	4,602.33	45,815.00
50	4,565.88	41,650.00
51	4,529.44	37,485.00
52	4,492.99	33,320.00
53	4,456.55	29,155.00
54	4,420.11	24,990.00
55	4,383.66	20,825.00
56	4,347.22	16,660.00
57	4,310.78	12,495.00
58	4,274.33	8,330.00
59	4,237.89	4,165.00
60	4,201.44	1.00

Lessor:
New England Merchants Funding Corporation

By 
Manager of Operations
(Title)

Lessee:
Providence and Worcester Company

By 
Vice President
(Title)

ACKNOWLEDGMENT

State of: Rhode Island

County of: Providence

Before me, a notary public, in and for said state and county, personally appeared the above-named Raymond D. Finizia, known to me to be the person who, as Vice President, of Providence and Worcester Company, the corporation which executed the foregoing instrument, subscribed and swore to the same in my presence and acknowledged to me that he did sign the foregoing instrument in the name and on behalf of said corporation as such officer; that the same is his free act and deed as such officer, and the free act and deed of said corporation; that he was duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at Woonsocket, Rhode Island this 22nd day of August, 1977.

Joseph R. D. Stefano
Notary Public

My Commission Expires:

JUNE 30, 1981

(Notarial Seal)

State of: Massachusetts

County of: Suffolk

Before me, a notary public, in and for said state and county, personally appeared the above-named Edward J. Lanigan, known to me to be the person who, as Manager of Operations, of New England Merchants Funding Corporation, the corporation which executed the foregoing instrument, subscribed and swore to the same in my presence and acknowledged to me that he did sign the foregoing instrument in the name and on behalf of said corporation as such officer; that the same is his free act and deed as such officer; and the free act and deed of said corporation; that he was duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at Boston, Massachusetts, this 23rd day of August, 1977.

Philip S. Stearns
Notary Public

My commission expires:

August 7, 1981

(Notarial Seal)